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 11 Holding Co. Inc.; K-M Industries Holding Co.  
 12 Inc. ESOP Plan Committee; and CIG ESOP  
 13 Plan Committee

14 **UNITED STATES DISTRICT COURT**

15 **NORTHERN DISTRICT OF CALIFORNIA**

16 **SAN FRANCISCO DIVISION**

11 THOMAS FERNANDEZ and LORA	)	Case No. C06-07339 MJJ
12 SMITH, individually and on behalf of a class	)	<b>[PROPOSED] AMENDED</b>
13 of all others similarly situated,	)	<b>REVISED STIPULATED</b>
14 Plaintiffs,	)	<b>PROTECTIVE ORDER</b>
15 v.	)	
16 K-M INDUSTRIES HOLDING CO., INC.;	)	
17 K-M INDUSTRIES HOLDING CO. INC.	)	
18 ESOP PLAN COMMITTEE; WILLIAM E.	)	
19 AND DESIREE B. MOORE REVOCABLE	)	
20 TRUST; ADMINISTRATOR OF THE	)	
21 ESTATE OF WILLIAM E. MOORE,	)	
22 DECEASED; CIG ESOP PLAN	)	
23 COMMITTEE; NORTH STAR TRUST	)	
24 COMPANY; DESIREE B. MOORE	)	
25 REVOCABLE TRUST; WILLIAM E.	)	
26 MOORE MARITAL TRUST; WILLIAM E.	)	
27 MOORE GENERATION-SKIPPING	)	
28 TRUST; and DESIREE B. MOORE, BOTH	)	
29 IN HER INDIVIDUAL CAPACITY AND	)	
30 AS TRUSTEE OF THE WILLIAM E. AND	)	
31 DESIREE B. MOORE REVOCABLE	)	
32 TRUST'S SUCCESSOR TRUSTS NAMED	)	
33 ABOVE,	)	
34 Defendants.	)	

1        1. PURPOSES AND LIMITATIONS

2        Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation would be warranted.

5        Accordingly, the parties hereby stipulate to and petition the court to enter the following Amended  
6 Revised Stipulated Protective Order. The parties acknowledge that this Order does not confer  
7 blanket protections on all disclosures or responses to discovery and that the protection it affords  
8 extends only to the limited information or items that are entitled under the applicable legal principles  
9 to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, this  
10 Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil  
11 Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will  
12 be applied when a party seeks permission from the court to file material under seal.

13        2. DEFINITIONS

14        2.1 Party: any party to this action, including all of its officers, directors, employees,  
15 consultants, retained experts, and outside counsel (and their support staff).

16        2.2 Disclosure or Discovery Material: all items or information, regardless of the  
17 medium or manner generated, stored, or maintained (including, among other things, testimony,  
18 transcripts, or tangible things) that are produced or generated in disclosures or responses to  
19 discovery in this matter.

20        2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
21 generated, stored or maintained) or tangible things that qualify for protection under standards  
22 developed under F.R. Civ. P. 26(c).

23        2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
24 Items: extremely sensitive “CONFIDENTIAL” Information or Items whose disclosure to another

1 Party or nonparty would create a substantial risk of serious injury that could not be avoided by less  
2 restrictive means.

3           2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
4 Producing Party.

5           2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery  
6 Material in this action.

7           2.7 Designating Party: a Party or non-party that designates information or items that  
8 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

10           2.8 Protected Material: any Disclosure or Discovery Material that is designated as  
11 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12           2.9 Outside Counsel: attorneys who are not employees of a Party but who are  
13 retained to represent or advise a Party in this action.

14           2.10 House Counsel: attorneys who are employees of a Party.

15           2.11 Counsel: (without qualifier): Outside Counsel and House Counsel (as well as  
16 their support staffs).

17           2.12 Expert: a person with specialized knowledge or experience in a matter pertinent  
18 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
19 consultant in this action and who is not a past or a current employee of a Party or of a competitor of  
20 a Party’s and who, at the time of retention, is not anticipated to become an employee of a Party or a  
21 competitor of a Party’s. This definition includes a professional jury or trial consultant retained in  
22 connection with this litigation.

23           2.13 Professional Vendors: persons or entities that provide litigation support services  
24 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,

1 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

2       3. SCOPE

3       The protections conferred by this Stipulation and Order cover not only Protected Material (as  
4 defined above), but also any information copied or extracted therefrom, as well as all copies,  
5 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
6 parties or counsel to or in court or in other settings that reveal Protected Material.

7       4. DURATION

8       The Court shall maintain its jurisdiction to enforce the terms of this Stipulated Protective  
9 Order for six months after final termination of the action. Nevertheless, even after the termination  
10 of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a  
11 Designating Party agrees otherwise in writing or a court order otherwise directs.

12       5. DESIGNATING PROTECTED MATERIAL

13       5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
14 or non-party that designates information or items for protection under this Order must take care to  
15 limit any such designation to specific material that qualifies under the appropriate standards. A  
16 Designating Party must take care to designate for protection only those parts of material, documents,  
17 items, or oral or written communications that qualify – so that other portions of the material,  
18 documents, items, or communications for which protection is not warranted are not swept  
19 unjustifiably within the ambit of this Order. Specifically, a Designating Party must determine that  
20 the information sought to be protected is properly subject to protection under F.R.C.P. Rule 26(c).  
21 Counsel for a Designating Party shall make a good faith determination that protection is warranted  
22 before designating any discovery material “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY.”

24       Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown

1 to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily  
2 encumber or retard the case development process, or to impose unnecessary expenses and burdens  
3 on other parties), expose the Designating Party to sanctions under the existing legal standards for  
4 impositions of sanctions.

5 If it comes to a Party's or a non-party's attention that information or items that it designated  
6 for protection do not qualify for protection at all, or do not qualify for the level of protection initially  
7 asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the  
8 mistaken designation.

9 **5.2 Manner and Timing of Designations**. Except as otherwise provided in this Order  
10 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material  
11 that qualifies for protection under this Order must be clearly so designated before the material is  
12 disclosed or produced.

13 **5.3 Designation in conformity with this Order requires:**

14 (a) for information in documentary form (apart from transcripts of depositions  
15 or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL"  
16 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" clearly on each page that contains  
17 protected material. Only those pages that contain "CONFIDENTIAL" or "HIGHLY  
18 CONFIDENTIAL – ATTORNEYS' EYES ONLY" shall be marked as such.

19 A Party or non-party that makes original documents or materials available for  
20 inspection need not designate them for protection until after the inspecting Party has indicated which  
21 material it would like copied and produced. During the inspection and before the designation, all of  
22 the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL -  
23 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants  
24 copied and produced, the Producing Party must determine which documents, or portions thereof,

1 qualify for protection under this Order, then, before producing the specified documents, the  
2 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) clearly on each page that contains Protected  
4 Material.

5 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
6 that the Party or non-party offering or sponsoring the testimony identify on the record, before the  
7 close of the deposition, hearing, or other proceeding, all protected testimony, and further specify any  
8 portions of the testimony that qualify as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
9 ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each portion of  
10 testimony that is entitled to protection, and when it appears that substantial portions of the testimony  
11 may qualify for protection, the Party or non-party that sponsors, offers, or gives the testimony may  
12 invoke on the record (before the deposition or proceeding is concluded) a right to have up to 30 days  
13 to identify the specific portions of the testimony as to which protection is sought and to specify the  
14 level of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
15 ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that are appropriately  
16 designated for protection within the 30 days shall be covered by the provisions of this Stipulated  
17 Protective Order.

18 Transcript pages containing Protected Material must be separately marked by  
19 the court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or  
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or  
21 nonparty offering or sponsoring the witness or presenting the testimony.

22 (c) for information produced in some form other than documentary, and for  
23 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
24 container or containers in which the information or item is stored the legend “CONFIDENTIAL” or

1 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Only those portions that contain  
2 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" shall be  
3 marked as such.

4 (d) for electronically stored information (ESI) being produced in its native  
5 format, that the Producing Party include at the end of the file name of each electronic file being  
6 produced that contains protected material either "Conf" or "Highly\_Conf" to designate that the  
7 electronic file contains material that is being designated as "Confidential" or "Highly Confidential -  
8 Attorneys' Eyes Only," respectively.

9 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
10 designate qualified information or items as "Confidential" or "Highly Confidential – Attorneys'  
11 Eyes Only" does not, standing alone, waive the Designating Party's right to secure protection under  
12 this Order for such material. If material is appropriately designated as "Confidential" or "Highly  
13 Confidential – Attorneys' Eyes Only" after the material was initially produced, the Receiving Party,  
14 on timely notification of the designation, must make reasonable efforts to assure that the material is  
15 treated in accordance with the provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's  
18 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
19 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive  
20 its right to challenge a confidentiality designation by electing not to mount a challenge promptly  
21 after the original designation is disclosed.

22 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating  
23 Party's confidentiality designation must do so in good faith and must begin the process by  
24 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)

1 with counsel for the Designating Party. In conferring, the challenging Party must explain the basis  
2 for its belief that the confidentiality designation was not proper and must give the Designating Party  
3 an opportunity to review the designated material, to reconsider the circumstances, and, if no change  
4 in designation is offered, to explain the basis for the chosen designation. A challenging Party may  
5 proceed to the next stage of the challenge process only if it has engaged in this meet and confer  
6 process first.

7                   6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality  
8 designation after considering the justification offered by the Designating Party may file and serve a  
9 motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that  
10 identifies the challenged material and sets forth in detail the basis for the challenge. Each such  
11 motion must be accompanied by a competent declaration that affirms that the movant has complied  
12 with the meet and confer requirements imposed in the preceding paragraph and that sets forth with  
13 specificity the justification for the confidentiality designation that was given by the Designating  
14 Party in the meet and confer dialogue. The burden of persuasion in any such challenge proceeding  
15 shall be on the Designating Party. Until the court rules on the challenge, all parties shall continue to  
16 afford the material in question the level of protection to which it is entitled under the Producing  
17 Party's designation.

18                   7. ACCESS TO AND USE OF PROTECTED MATERIAL

19                   7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
20 or produced by another Party or by a non-party in connection with this case only for prosecuting,  
21 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
22 the categories of persons and under the conditions described in this Order. When the litigation has  
23 been terminated, a Receiving Party must comply with the provisions of Section 11, below (FINAL  
24 DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a

1 location and in a secure manner that ensures that access is limited to the persons authorized under  
2 this Order.

3                   7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
4 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
5 disclose any information or item designated CONFIDENTIAL only to:

6                   (a) the Receiving Party's Outside Counsel of record in this action, as well as  
7 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
8 litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached  
9 hereto as Exhibit A;

10                   (b) the Receiving Party, including the officers, directors, and employees  
11 (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
12 this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

13                   (c) a person who is a putative class member or class member who has signed  
14 the "Agreement to Be Bound by Protective Order" (Exhibit A);

15                   (d) experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
17 Bound by Protective Order" (Exhibit A);

18                   (e) the Court and its personnel;

19                   (f) court reporters, their staffs, and professional vendors to whom disclosure is  
20 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by  
21 Protective Order" (Exhibit A);

22                   (g) during their depositions, witnesses in the action to whom disclosure is  
23 reasonably necessary and who (with the exception of witnesses employed by parties) have signed  
24 the "Agreement to Be Bound by Protective Order" (Exhibit A). Any witness who does not sign the

1 "Agreement to Be Bound by Protective Order" (Exhibit A) shall be required to review any pages or  
2 exhibits marked as "Confidential" under the terms of this Stipulated Protective Order in the offices  
3 of the appropriate court reporter or in the offices of the disclosing party and such witness shall not  
4 be entitled to copies of pages or exhibits marked as "Confidential" under the terms of this Stipulated  
5 Protective Order. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
6 Protected Material must be separately marked as such by the court reporter and may not be disclosed  
7 to anyone except as permitted under this Stipulated Protective Order;

8 (h) in preparation for their depositions, witnesses in the action to whom  
9 disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by Protective  
10 Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal  
11 Protected Material must be separately marked as such by the court reporter and may not be disclosed  
12 to anyone except as permitted under this Stipulated Protective Order;

13 and

14 (i) the author of the document or the original source of the information.

15 Notwithstanding the above paragraph, a Receiving Party may disclose to any putative class  
16 member or class member the personnel file and payroll information that pertains to any such  
17 individual, regardless of whether the information or item is designated as "CONFIDENTIAL" or  
18 "HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY."

19                   7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

20 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
21 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY  
22 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

23                   (a) the Receiving Party's Outside Counsel of record in this action, as well as  
24 employees of said Outside Counsel to whom it is reasonably necessary to disclose the information

1 for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is  
2 attached hereto as Exhibit A;

3 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
4 necessary for this litigation, and (2) who have signed the "Agreement to Be Bound by Protective  
5 Order" (Exhibit A);

6 (c) the Court and its personnel;

7 (d) court reporters, their staffs, and professional vendors to whom disclosure  
8 is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by  
9 Protective Order" (Exhibit A);

10 (e) during their depositions, witnesses in the action to whom disclosure is  
11 reasonably necessary and who (with the exception of witnesses employed by parties) have signed  
12 the "Agreement to Be Bound by Protective Order" (Exhibit A). Any witness who does not sign the  
13 "Agreement to Be Bound by Protective Order" (Exhibit A) shall be required to review any pages or  
14 exhibits marked as "Highly Confidential – Attorneys Eyes Only" under the terms of this Stipulated  
15 Protective Order in the offices of the appropriate court reporter or in the offices of the disclosing  
16 party and such witness shall not be entitled to copies of pages or exhibits marked as "Highly  
17 Confidential- Attorneys Eyes Only" under the terms of this Stipulated Protective Order. Pages of  
18 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
19 separately marked as such by the court reporter and may not be disclosed to anyone except as  
20 permitted under this Stipulated Protective Order;

21 (f) in preparation for their depositions, witnesses in the action to whom  
22 disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by Protective  
23 Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal  
24 Protected Material must be separately marked as such by the court reporter and may not be disclosed

1 to anyone except as permitted under this Stipulated Protective Order;

2 (g) the author of the document or the original source of the information.

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
4 **OTHER LITIGATION.**

5 If a Receiving Party is served with a subpoena or an order issued in other litigation  
6 that would compel disclosure of any information or items designated in this action as  
7 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the  
8 Receiving Party must so notify the Designating Party, in writing (by fax or electronic mail, if  
9 possible) immediately and in no event more than three court days after receiving the subpoena or  
10 order. Such notification must include a copy of the subpoena or court order. \*

11 The Receiving Party also must immediately inform in writing the Party who caused  
12 the subpoena or order to issue in the other litigation that some or all the material covered by the  
13 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
14 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
15 caused the subpoena or order to issue.

16 The purpose of imposing these duties is to alert the interested parties to the existence  
17 of this Protective Order and to afford the Designating Party in this case an opportunity to try to  
18 protect its confidentiality interests in the court from which the subpoena or order issued. The  
19 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its  
20 confidential material – and nothing in these provisions should be construed as authorizing or  
21 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

22 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this Stipulated

1 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party  
2 of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected  
3 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
4 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and  
5 Agreement to Be Bound" that is attached hereto as Exhibit A.

6       10. FILING PROTECTED MATERIAL. Without written permission from the Designating  
7 Party or a court order secured after appropriate notice to all interested persons, a Party may not file  
8 in the public record in this action any Protected Material. A Party that seeks to file under seal any  
9 Protected Material must comply with Civil Local Rule 79-5.

10       11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the Producing  
11 Party, within sixty days after the final termination of this action, each Receiving Party must destroy  
12 or return to the Producing Party all Protected Material to the Producing Party. As used in this  
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries or any  
14 other form of reproducing or capturing any of the Protected Material. With permission in writing  
15 from the Designating Party, the Receiving Party may destroy some or all of the Protected Material  
16 instead of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party  
17 must submit a written certification to the Producing Party (and, if not the same person or entity, to  
18 the Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all  
19 the Protected Material that was returned or destroyed and that affirms that the Receiving Party has  
20 not, other than as authorized below in the subsequent paragraph, retained any copies, abstracts,  
21 compilations, summaries or other forms of reproducing or capturing any of the Protected Material.

22       Notwithstanding the provisions in the immediately preceding paragraph, Counsel are entitled  
23 to retain an archival copy of all documents and things produced in discovery, pleadings, motion  
24 papers, transcripts, legal memoranda, correspondence or attorney work product, even if such

materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

## 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

DATED: October 25, 2007 LOVITT & HANNAN, INC.

By: \_\_\_\_\_ /s/ \_\_\_\_\_

Henry I. Bornstein  
Attorneys for Defendants K-M Industries Holding  
Co., Inc.; K-M Industries Holding Co., Inc. ESOP  
Plan Committee; and CIG ESOP Plan Committee

DATED: October 25, 2007 HENNIGAN, BENNETT & DORMAN LLP

HENNIGAN, BENNETT & DORMAN LLP

By: \_\_\_\_\_ /s/

Robert L. Palmer  
Attorneys for Defendants William E. and Desiree  
B. Moore Revocable Trust, Desiree B. Moore  
Revocable Trust, William E. Moore Marital Trust,  
William E. Moore Generation-Skipping Trust, and  
Desiree B. Moore

1 DATED: October 25, 2007

MORGAN LEWIS & BOCKIUS, LLP

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3

By: \_\_\_\_\_ /s/

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Lisa Serebin  
Attorneys for Defendant North Star Trust  
Company

5

6 DATED: October 25, 2007

LEWIS, FEINBERG, LEE, RENAKER &  
JACKSON, P.C.

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By: \_\_\_\_\_ /s/

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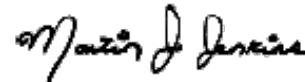
Nina Wasow  
Attorneys for Plaintiffs Thomas Fernandez and  
Lora Smith

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IT IS SO ORDERED:



14  
15 Martin J. Jenkins  
16 U.S. District Judge  
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EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_[print or type full address] declare under penalty of perjury that I have read in its  
y and understand the Stipulated Protective Order that was issued by the United States District  
for the Northern District of California on [date] in the case of *Fernandez et al., v. K-M  
eries Holding Co., inc., et al., Case No. C06-07339 MJJ*. I agree to comply with and to be  
by all the terms of this Stipulated Protective Order and agree that the material covered by this  
tated Protective Order shall be used exclusively for the purposes of this litigation and I  
tand and acknowledge that failure to so comply could expose me to sanctions and punishment  
nature of contempt. I solemnly promise that I will not disclose in any manner any information  
n that is subject to this Stipulated Protective Order to any person or entity except in strict  
iance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address and telephone number] as my California agent for  
service of process in connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: